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4 BEFORE THE
5 FEDERAL MARITIME COMMISSION
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7 YAKOV KOBEL and VICTOR BERKOVICH,)
8)
9 Complainants,) Docket No. 10-06
10 vs.)
11)
12 HAPAG-LLOYD A.G., HAPAG-LLOYD)
13 AMERICA, INC., LIMCO LOGISTICS, INC.,)
14 INTERNATIONAL TLC, INC.,)
15 Respondents.)
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14 COMPLAINTANTS' REPLY TO RESPONDENT LIMCO
15 LOGISTICS, INC.'S PETITION FOR RECONSIDERATION
16 AND STAY OF ENFORCEMENT
17
18

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July 8, 2015

TABLE OF CONTENTS

	Page
I. INTRODUCTION.....	1
II. PROCEDURAL OBJECTIONS TO PETITION FOR RECONSIDERATION	1
A. <u>Limco Previously Had an Opportunity to Comment on the Issue</u>	2
B. <u>Limco Previously Addressed the Underlying Issue</u>	2
C. <u>Limco’s Repetitious Arguments Should Not Be Received</u>	3
III. SUBSTANTIVE OBJECTIONS TO PETITION FOR RECONSIDERATION	4
A. <u>The Commission Follows the Doctrine of Joint and Several Liability</u>	4
B. <u>Apportionment of Liability Among All Parties</u>	7
C. <u>Apportionment Only Between Respondents Limco and ITLC</u>	9
D. <u>Joint and Several Liability Appropriate in These Proceedings</u>	11
IV. <u>STAY OF ENFORCEMENT SHOULD NOT BE GRANTED</u>	13
V. CONCLUSION.....	14

TABLE OF AUTHORITIES

CASES	Page
<u>NVOCC Service Arrangements</u> Docket no. 04-12 at p. 4 (FMC, 2005)	1
<u>Mitsui O.S.K Lines LTD v. Global Link Logistics et al</u> , Docket no. 09-01 Commission Order at p. 25 (FMC, 2011)	4, 8, 9
<u>International Association of NVOCCs v. Atlantic Container Line</u> , 25 S.R.R. 675, 686 (ALJ, 1990)	4, 8
<u>Norfolk & Western Railway Co. v. Ayers</u> 538 US 135, 163-165 (2003)	6, 9
The “ <i>Atlas</i> ” 93 U.S. 302, 315 (1876)	6
<u>Merritt v. United States</u> 960 F.2d 15, 17, (2 nd Cir. 1992)	9
 SHIPPING ACT	
§10(d)(1)	2, 3, 4, 7, 8, 9, 11, 12, 13
11(g)	8, 9
 FEDERAL STATUTES	
Rule 261 (46 CFR §502.261)	1
Rule 261(a)(3)	2, 3
FRCP 8(1)(B)	13
FRCP 8(1)(E)	13
FRCP 18(B)	13
FRCP 62(D)	13
FRCP 62(E)	13

TREATISES

Restatements of Law, Torts 2 nd , (1979) §875	5, 10
Restatement of Law, 2 nd Torts §876 (1979)	5
Restatements of Law, Torts 2 nd , (1979) §879	5
Restatement of Law 3 rd , Apportionment of Liability, §A18 (1999)	5, 7, 10
Restatement of Law 3 rd , Apportionment of Liability, §A18 Comment (a) (1999)	10

I

INTRODUCTION

Complainants' hereby reply to Respondent, Limco Logistics, Inc.'s (hereinafter referred to as "Limco") Petition for Reconsideration and Motion for Stay of Enforcement pursuant to Rule 261 (46 CFR §502.261). Complainants object to Limco's Petition for Reconsideration on both procedural and substantive grounds.

II.

PROCEDURAL OBJECTIONS TO PETITION FOR RECONSIDERATION

Pursuant to Rule 261, reconsideration is subject to summary rejection unless it:

- "(a)(1) Specifies that there has been a change in material fact or in applicable law, which change has occurred after issuance of the decision or order;
- (2) Identifies a substantive error in material fact contained in the decision or order; or
- (3) Addresses a finding, conclusion or other matter upon which the party has not previously had the opportunity to comment or which was not addressed in the briefs or arguments of any party. Petitions which merely elaborate upon or repeat arguments made prior to the decision or order will not be received. A petition shall be verified if verification of the original pleadings is required and shall not operate as a stay of any rule or order of the Commission". (Emphasis added)

Limco seeks reconsideration of the legal conclusion reached in the Commission's Order affirming the Remand Initial Decision (May 26, 2015) (hereafter "Order") at page 14 that Limco and International TLC, (hereinafter referred to as ITLC) are jointly and severally liable for Complainants' reparations. Limco instead argues for apportionment of liability among all parties. (Limco Petition for Reconsideration, pp 1, 5.) This issue was not addressed in the majority opinion but was raised in the Concurring Opinion of the Order.

A Petition for Reconsideration which contends that the Commission reached an erroneous legal conclusion is not an acceptable grounds for seeking reconsideration. NVOCC Service Arrangements Docket no. 04-12 at p. 4 (FMC, 2005). Thus, Limco's Petition for Reconsideration now disputing the legal conclusion of joint and several liability should be

1 rejected.

2 Limco's further argument for apportionment of liability among the parties as discussed
3 in Concurring Opinion of the Order should also be rejected as it does not meet the standard
4 for review under Rule 261(a)(3).

5 **A. LIMCO PREVIOUSLY HAD AN OPPORTUNITY TO COMMENT ON**
6 **THE ISSUE.**

7 The Commission's Order Vacating the Initial Decision in Part and Remanding for
8 Further Proceedings in the instant case remanded this case as to Limco's possible §10(d)(1)
9 violations and, whether if found to have violated §10(d)(1), whether the violation caused
10 injury to Complainants. Kobel v. Hapag Lloyd et al Remand Order, p. 51 (FMC, 2013).
11 Thus, Limco could have and should have raised the issues regarding joint and several liability
12 and apportionment of liability among the parties at the Remand stage.

13 Limco also had an opportunity to comment on the issue of joint and several liability
14 and the issue of apportionment of liability at each stage of these proceedings but did not do so.
15 Even in Limco's Exceptions to the Remand Initial Decision, Limco had the opportunity to
16 object to the ALJ's conclusion that Limco was jointly and severally liable for reparations but
17 failed to file any exceptions to that conclusion. Limco Exceptions to RID, pp. 5-6. Limco
18 could also have argued for apportionment of liability but again failed to do so. Instead, Limco
19 insisted that it had no liability whatsoever for any §10(d)(1) violation. This argument has
20 been rejected in the Remand Initial Decision (ALJ, 2014) (herein after referred to as "RID")
21 affirmed by the Commission in its Order at pp. 10, 11, 14.

22 **B. LIMCO PREVIOUSLY ADDRESSED THE UNDERLYING ISSUE.**

23 Limco's factual basis for apportionment of liability for damages among the parties,
24 particularly Complainants' liability, as argued in its Petition for Reconsideration, is
25 Complainants alleged conduct for delay in picking up the three containers in Gdynia, Poland.
26 (Limco Petition for Reconsideration, pp. 1, 5) The factual underpinning for Limco's

1 argument for apportionment of liability is really an issue of causation of damages as discussed
2 below in Section III. Both Limco and Complainants have raised and argued the issue of
3 causation on several occasions, both at the post hearing briefing, the Remand Brief stage and
4 in its Exception to the RID. The ALJ rejected Limco's causation argument in the RID and
5 concluded that Complainants' loss was a direct result of the improper liquidation of the three
6 containers. RID at p. 15. Even if not specifically referred as to apportionment both parties
7 have had the opportunity to comment on causation and damages.

8 **C. LIMCO'S REPETITIOUS ARGUMENTS SHOULD NOT BE RECEIVED.**

9 Petitions for Reconsideration which merely elaborate or repeat arguments made prior
10 to the decision or order will not be received. Rule 261(a)(3).

11 Limco's statement of the factual and procedural background in its Exceptions to the
12 RID at pages 1-5 are virtually identical to its' factual background statement in its' Petition for
13 Reconsideration pages 1-5. Limco now relies upon these same facts for its argument that
14 Complainants' conduct somehow caused or contributed to their loss and therefore
15 Complainants' alleged liability should be apportioned with Respondents' liability. (Limco
16 Petition for Reconsideration, p. 7) Complainants dispute that their conduct caused the
17 reparations or that Limco had only a minimal role in the unlawful liquidation as more fully
18 discussed below.

19 Limco's various arguments that it acted reasonably or alternatively minimizing its role
20 in this improper liquidation should be disregarded as the same, repeated argument elaborating
21 on its same facts previously made at other stages in these proceedings. The Commission has
22 rejected these arguments in its Order at p. 11, finding Limco violated §10(d)(1).

23 In short, Limco's Petition for Reconsideration should be summarily rejected because it
24 fails to meet the requirements under Rule 261(a)(3).

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III.

SUBSTANTIVE OBJECTIONS TO PETITION FOR RECONSIDERATION

Limco now argues that the Commission should apportion liability among the parties, including Complainants contending that Complainants' actions contributed to the loss and that Limco has a lesser degree of culpability than ITLC. Limco Exceptions pp 6-10.

A. THE COMMISSION FOLLOWS THE DOCTRINE OF JOINT AND SEVERAL LIABILITY.

The majority opinion of the Commission in the instant case affirmed the RID and held that the evidence supported the ALJ's conclusion that Limco violated §10(d)(1). pp 7-11.

The Commission stated:

"Therefore, under the circumstances presented, the ALJ reasonably concluded that Limco violated §10(d)(1) by changing the bills of lading for the three containers when it knew or had reason to know that the change was requested in connection with an unauthorized liquidation." Order p. 11

The Commission Order ordered both Respondents, Limco and ITLC to jointly and severally pay Complainants' reparations. Order p. 14.

The Commission has followed the traditional doctrine of joint and several liability when finding multiple respondents in violation of the Shipping Act and awarding reparations. Mitsui O.S.K Lines LTD v. Global Link Logistics et al, Docket no. 09-01 Commission Order at p. 25 (FMC, 2011) and International Association of NVOCCs v. Atlantic Container Line, 25 S.R.R. 675, 686 (ALJ, 1990) In Mitsui, supra, the Commission, quoting the ALJ in International Association of NVOCCs, supra stated:

"In prior Commission proceeding, International Ass'n of NVOCCs v. Atlantic Container Line, 25 S.R.R. 675 (ALJ 1990) (IAN), the ALJ noted that the Commission has followed the traditional doctrine of joint and several liability when finding multiple respondents in violation of shipping law and awarding reparations. According to the ALJ, under joint and several liability, "any joint tortfeasor or party to a conspiracy is liable for the full amount of damages caused by the tort or conspiracy even if the particular respondent or defendant did not in fact commit the particular act that caused the particular injury".

The Concurring Opinion in the instant case also acknowledges that the Commission has followed the traditional doctrine of joint and several liability. Order (Concurring Opinion) p. 17

Under traditional tort law, two or more persons whose tortious conduct is the legal cause of a single and indivisible harm to the injured party are subject to liability to the injured party for the entire harm. Restatement of Law, Torts 2nd, (1979) provides:

§875. Contributing Tortfeasors - General Rule

Each of the two or more persons whose tortious conduct is a legal cause of a single and indivisible harm to the injured party is subject to liability to the injured party for the entire harm.”

“§879. Concurring or Consecutive Independent Acts.

If the tortious conduct of each of two or more persons is a legal cause of harm that cannot be apportioned, each is subject to liability for the entire harm, irrespective of whether their conduct is concurring or consecutive.”

Restatement of Law 3rd, Apportionment of Liability, §A18 (1999) further provides:

“§A18. Liability of Multiple Tortfeasors for Indivisible Harm

If the independent tortious conduct of two or more persons is a legal cause of an indivisible injury, each person is jointly and severally liable for the recoverable damages caused by the tortious conduct.”

In addition, parties acting in concert are jointly and severally liable. Restatement of Law, 2nd Torts §876 (1979) which provides as follows:

“§876. Persons Acting in Concert.

For harm resulting to a third person from the tortious conduct of another, one is subject to liability if he

(a) does a tortious act in concert with the other or pursuant to a common design with him, or

(b) knows that the other’s conduct constitutes a breach of duty and gives substantial assistance or encouragement to the other so to conduct himself, or

1 (c) gives substantial assistance to the other in accomplishing a
2 tortious result and his own conduct, separately considered,
3 constitutes a breach of duty to the third person" (Emphasis
4 added)

5 Moreover, the United States Supreme Court has repeatedly stated that joint and several
6 liability is the traditional rule. Norfolk & Western Railway Co. v. Ayers, 538 US 135, 163-
7 165 (2003). Norfolk involved a FELA claim. The Court rejected an argument for
8 apportionment under FELA statute. The Court quoted an 1876 admiralty case regarding the
9 traditional rule of joint and several liability as follows:

10 "The conclusion that the FELA does not mandate apportionment
11 is also in harmony with this Court's repeated statements that
12 joint and several liability is the traditional rule. In an 1876
13 admiralty case, for example, we wrote:

14 'Nothing is more clear than the right of a plaintiff having. . .
15 suffered a loss [of cargo] to sue in a common-law action against
16 all the wrong-doers, or any one of them, at his election; and it is
17 equally clear, that, if he did not contribute to the disaster, he is
18 entitled to judgment in either case for the *full* amount of his
19 loss.' The "*Atlas*" 93 U.S. 302, 315 (1876) (emphasis added)"

20 In this case, Limco's role of changing the bills of lading from the Complainants to a
21 third party without Complainants' authorization facilitated the liquidation sale and resulted in
22 the mis-delivery of the three containers to Remishevsky rather than to Complainants. Limco
23 played an integral part in this transaction as ITLC had nothing to sell (no title nor possession)
24 without Limco changing the shipper/consignee to the buyer on the three bills of lading. In the
25 RID, the ALJ addressed the issue of causation of damages and stated:

26 "Without the bill of lading changes, the liquidation would not
 have been effective. Once the bills of lading were changed, the
 improper liquidation was finalized and Limco received final
 payment from ITLC." RID p. 14

 The ALJ thus concluded that Respondents were jointly and severally liable for Complainants'
 injuries. RID at p. 18

 Complainants' loss of three containers was the direct and proximate result of the acts
 of both ITLC and Limco. "But for" the acts of each of them together, Complainants injury

1 would not have resulted. ITLC and Limco acted concurrently and/or consecutively and their
2 separate violations of §10(d)(1) resulted in an indivisible injury to Complainants. Therefore
3 the Commission correctly imposed joint and several liability under Restatement of Law 3rd,
4 Apportionment and Liability, §A18. The harm or loss caused by Limco and ITLC cannot be
5 divided or allocated.

6 In addition, the evidence also supports a conclusion that Limco acted in concert with
7 ITLC by giving substantial assistance to ITLC whose conduct was a breach of its fiduciary
8 duty. Limco had numerous discussions with ITLC about the containers, almost daily before
9 changing the bills of lading. Order p 8. Limco knew ITLC was trying to liquidate the
10 containers and have them sold to another party in order for ITLC to collect their money on
11 shipment. Order p 8. Limco knew ITLC was liquidating the containers for its own interests
12 rather than on Complainants' behalf. Order p. 9

13 Moreover, ITLC asked for advice and consulted with Limco prior to sale. Limco knew
14 or should have known that ITLC intended to liquidate the three containers. RID pp 13-14.
15 Limco knew that ITLC had a fiduciary duty to Complainants and was without legal authority
16 to liquidate the three containers. RID p. 14

17 **B. APPORTIONMENT OF LIABILITY AMONG ALL PARTIES.**

18 The concurring opinion discussed apportioning liability among all of the parties,
19 including Respondents and Complainants. However, the concurring opinion declined to make
20 any apportionment. Complainants maintain that there is no statutory authority or regulation
21 under the Shipping Act to apportion liability or damages against a prevailing Complainants for
22 §10(d)(1) violations by Respondent NVOCC or a Freight Forwarder as in this case.

23 The Commission should not apportion any liability or damages against Complainants
24 for their conduct for several reasons.

25 First, Complainants' actions were not the proximate or legal cause for the loss which
26 resulted in an award of reparations. Both Limco and ITLC each committed §10(d)(1)

1 violations respectively for changing the bills of lading without shipper's consent and
2 conducting an improper liquidation sale of Complainants' three containers. The Commission
3 approved the ALJ's conclusion "... Limco violated §10(d)(1) by changing the bills of lading
4 for the three containers when it knew or should have known that the change was requested in
5 connection with an unauthorized liquidation". Order p. 11

6 In arriving at the conclusion that Limco's §10(d)(1) violations caused loss of
7 Complainants' three containers, the ALJ specifically found that "without the bills of lading
8 changes, liquidation would not have been effective. Once the bills of lading were changed,
9 improper liquidation was finalized." RID p. 14 The ALJ rejected Limco's argument that the
10 Complainants' delay picking up the containers caused the loss. The ALJ stated:

11 "To the extent that Respondents are arguing that Complainants'
12 failure to timely pick up the containers caused the liquidation
13 and loss, this delay did not justify improper liquidation as
14 discussed above." RID p. 15

15 In short, Complainants' loss was the result of an unlawful and improper liquidation of
16 three containers with a value of \$126,000, not any delay in picking up the containers which
17 preceded this improper liquidation.

18 Second, the Shipping Act does not provide any statutory authority to apportion
19 Respondents' liability for §10(d)(1) violations with the shipper's conduct as proposed by
20 Limco. The Shipping Act allows for reparations for violations of the Shipping Act under
21 §11(g). Moreover, §10(d)(1) imposes liability against carriers, marine terminal operators or
22 ocean transportation intermediaries but not against a shipper (§10(d)(1)). Nothing in the
23 Shipping Act authorizes the reduction or offset for shipper's perceived conduct for reparations
24 in violation of §10(d)(1) by an ocean transportation intermediary.

25 Third, Limco, cites two Commission cases in support of its argument for
26 apportionment. Namely, Mitsui O.S.K Lines v. Global Link et al supra, (FMC 2011) and
International Association of NVOCCs v. Atlantic Container Line 25 S.R.R. 675 (ALJ 1990).
Both cases are distinguishable from the instant case because they discuss apportionment of

1 damages between only respondents and not complainant (shipper). Mitsui, involved a cross
2 claim for contribution by one respondent against another respondent. Mitsui supra, Docket
3 no. 09-01 (FMC 2011). The Commission dismissed the cross claim and did not reach the
4 issue of reparation because there was no finding that Global Link violated the Shipping Act.
5 Mitsui O.S.K. Lines LTD. v. Global Link, Docket no. 09-01 at pp 39-40 (ALJ, 2013).

6 Another case cited in Limco's brief is Merritt v. United States 960 F.2d 15, 17, (2nd
7 Cir. 1992), quoted in Mitsui, supra at S.R.R. p. 139. Merritt is not applicable to the instant
8 case because it involves the Commission's discretion to impose or reduce sanctions and fines
9 for violations as opposed to reparations for an actual injury as in this case under §11(g) of the
10 Act.

11 Fourth, Limco has previously made the argument that Complainants were somehow
12 awarded reparations for demurrage charges. However, as the Commission found in its'
13 majority decision, any demurrage charges are not offset against Complainants' reparation
14 award because Limco never paid any demurrage charges. The demurrage or storage charges
15 were not included in the award. Order pp 11-12.

16 **C. APPORTIONMENT ONLY BETWEEN RESPONDENTS LIMCO AND**
17 **ITLC.**

18 The Shipping Act does not expressly provide for apportionment of liability or
19 contribution among respondents. Moreover, the Shipping Act does not specifically provide
20 any methodology for apportionment.

21 The United States Supreme Court in Norfolk, supra, further stated that the most recent
22 changes from the traditional rule of joint and several liability have occurred through legislative
23 enactments rather than judicial development of common law principles. Norfolk supra, pp
24 164-164.

25 Thus, absent a statute or regulation, the Commission does not have the authority in this
26 case to apportion liability between Respondents for their §10(d)(1) violations of the Shipping

1 Act.

2 Nevertheless, Limco apparently argues that its culpability was far less than ITLC's and
3 therefore it should be obligated to pay a smaller portion of reparations to Complainants.
4 Whether or not the Commission has the discretion to allow contribution between respondents,
5 it does not have the authority to release either respondent from the entire amount of the
6 reparations awarded to the Complainants. The traditional doctrine of joint and several liability
7 imposes liability on all tortfeasors who are the legal cause of the indivisible injury.
8 Restatement of Law 2nd Torts §875 (1979); Restatement of Law 3rd, Apportionment Liability
9 §A18 (1999).

10 One of the consequences of joint and several liability is the risk that one or more of the
11 legally responsible parties will be insolvent and otherwise unable to pay Complainants' injury
12 is placed on each jointly and severally liable respondent and the injured party does not bear
13 this risk. See Restatement of Law 3rd, Apportionment of Liability, §A18 Comment (a) (1999).

14 Furthermore, Limco minimizes its pivotal role in the liquidation of Complainants'
15 three containers. The facts and the events leading up to the liquidation sale indicate that ITLC
16 consulted with Limco and had nearly daily calls regarding the containers. Limco knew ITLC
17 intended to liquidate the containers and was acting adversely to Complainants' interests.
18 Limco's changing the bills of lading was critical to the improper and unlawful liquidation.
19 Limco directly caused Complainants' actual damages of over \$126,000. By doing so Limco
20 breached its duty to transport Complainants' cargo as an NVOCC by its failure to deliver the
21 three liquidated containers to Poland. RID p. 14.

22 Limco, as an NVOCC, assumed responsibility for transportation of the three containers
23 and exercised control over them. Changing the bills of lading changed ownership and control
24 of the containers to an unauthorized third person and failed to deliver the container to
25 Complainants.

26 ///

1 **D. JOINT AND SEVERAL LIABILITY APPROPRIATE IN THESE**
2 **PROCEEDINGS.**

3 Joint and several liability in this case is appropriate, equitable and consistent with the
4 traditional doctrine of joint and several liability.

5 First, the RID found both Limco and ITLC caused the liquidation of the three
6 containers. The ALJ's Findings and Conclusions were confirmed by the Commission's Order.
7 More importantly, there is no finding in either the RID or by the majority opinion of the Order
8 that Complainants caused the improper liquidation of the three containers. There is also no
9 finding that Complainants' delay in picking up the containers caused damages resulting from
10 the improper liquidation.

11 Second, the damages to Complainants were indivisible and cannot be fairly allocated
12 between Respondents. When respondents act concurrently and/or consecutively or in concert
13 resulting in indivisible damages then their liability should be joint and several. Each of the
14 parties violated their respective obligations under §10(d)(1) that caused indivisible damages to
15 Complainants. Allocation or appropriation of damages is appropriate only for separate
16 §10(d)(1) violations resulting in separate, identifiable damages.

17 Limco now speculates that it would bear the entire loss which would give
18 Complainants an inequitable benefit as a result of Complainants' unreasonable conduct.
19 (Limco Petition for Reconsideration at p 7.) Limco seeks to shift the risk of payment to
20 Complainants, the injured party, when Limco caused the loss by its §10(d)(1) violation. This
21 results is contrary to the accepted consequences of joint and several liability.

22 Third, Complainants, as shipper, have an inherent incentive to pick up the containers
23 in a timely fashion as the purpose of this transaction is to transport their containers and receive
24 them at their destination. A shipper would ultimately incur costs of storage and demurrage for
25 any unreasonable delay at the time of delivery.

26 On the other hand an NVOCC as a licensed carrier in the business and profession of

1 transporting goods is in a better position to control and prevent any such occurrences as
2 described in Limco's brief through its bill of lading and contractual rights. Furthermore,
3 Limco, an NVOCC, has the right to enforce a carrier's lien provided it lawfully prepares and
4 executes a lien and forecloses that lien lawfully and properly. In this case, Limco knowingly
5 allowed and enabled a third party freight forwarder, ITLC, to engage in a liquidation contrary
6 to Complainants' interests and without any lawful authority or in a proper manner.

7 Limco concedes in its brief that enforcement of a lien is fraught with risk. However,
8 an NVOCC who chooses to take the drastic measure of liquidation should be obligated to take
9 the care and responsibility and lawful procedures to properly and effectively execute a lien
10 foreclosure.

11 Ironically, knowing that lien enforcement may present a risk, it is even more
12 incumbent upon an NVOCC, Limco in this case, to take measures to determine if the freight
13 forwarder has lawful authority to liquidate containers or shipper has given consent or authority
14 to change the bill of lading. Limco's failure to establish, observe or enforce reasonable
15 practices enabled and assisted ITLC to wrongfully liquidate these containers resulting in a
16 \$126,000 loss to Complainants. Limco cannot blindly follow a freight forwarders instruction
17 to change the bills of lading knowing that liquidation is fraught with risk without, at the very
18 least, taking steps to ensure that the shipper has confirmed the sale and the freight forwarder
19 has lawful authority, contractually or legally, to liquidate the containers. Failure to meet this
20 obligation has resulted in a §10(d)(1) violation and resulted in a \$126,000 loss to
21 Complainants.

22 Limco could have simply confirmed the change of bills of lading with Complainants,
23 by a telephone call, email, a power of attorney or other written confirmation from the shipper.
24 Limco could have also inquired of ITLC about its' legal authority to liquidate the containers.
25 Limco's failure to do so, under the facts and circumstances of this case, contributed and
26 assisted in the improper liquidation and directly caused Complainants' loss of \$126,000.

1 In sum, to allow Limco to limit its liability for reparations under §10(d)(1) by
2 apportionment for less than full amount of Complainants' damages would thwart one of the
3 primary purposes of the Shipping Act to protect shippers and the consumer public.

4 IV.

5 **STAY OF ENFORCEMENT SHOULD NOT BE GRANTED.**

6 Limco seeks a stay of enforcement pending a ruling by the Commission on its Petition
7 for Reconsideration pursuant to Rule 261. The Commission has already decided the Limco's
8 liability for §10(d)(1) violations in its Order. As stated above, most of the factual arguments
9 were made previously or could have been made. To a large extent, Limco's arguments revolve
10 around causation of damages resulting from its violations of the Shipping Act. Limco should
11 not prevail on its Petition for Reconsideration.

12 Limco continues to present speculative arguments that it would not be able to recover
13 any amounts from Complainants or ITLC if it would prevail on its apportionment of liability
14 theory. Complainants have suffered a substantial loss of \$126,000 over six years ago and
15 commenced this action nearly five years ago. Limco has continued to deny its liability and as
16 such delayed compensation to Complainants. Any further delay, awaiting Limco's Petition for
17 Reconsideration should be denied.

18 In the event that the Commission deems that the Stay of Enforcement is appropriate,
19 then it should make the Stay contingent upon Limco posting a supercedas bond in the full
20 amount of the reparations of \$129,035.29.

21 The procedures of the Commission, in particular Rule 261, do not address posting a
22 bond. However, under the Federal Rules of Civil Procedure the court may condition a stay
23 upon posting a bond or an undertaking in an appropriate amount. (See FRCP 8(1)(B) and (E)
24 stay or objection on pending appeal and FRCP 18(B), Stay pending review before an agency
25 and FRCP 62(D) and (E), Stay of Enforcement of Proceedings to Enforcement a Judgment).

26 ///

V.

CONCLUSION

Based upon the foregoing reasons, Limco's Petition for Reconsideration should be denied for procedural grounds as well upon substantive grounds.

A Stay of Enforcement should likewise be denied or, alternatively, a supercedeas bond required in the amount of the reparations award.

Dated this 8th day of July, 2015.

Respectfully Submitted,



Donald P. Roach, OSB 75317
Attorney for Complainants

CERTIFICATE OF SERVICE

The undersigned declares under penalty of perjury that the following is true and correct:

1. I am over the age of eighteen years and I am not a party to this action.
2. On July 8, 2015, I served a complete copy of COMPLAINANTS' REPLY TO RESPONDENT LIMCO LOGISTICS, INC.'S PETITION FOR RECONSIDERATION AND STAY OF ENFORCEMENT

to the following parties at the following addresses, by the following method:

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